

**[NOTE: This determination
contains an order prohibiting
publication of certain
Information]**

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

**I TE RATONGA AHUMANA TAIMAHI
TĀMAKI MAKĀURAU ROHE**

[2025] NZERA 700
3401984

BETWEEN UJX
 Applicant

AND KQB
 Respondent

Member of Authority: Marija Urlich

Representatives: Michael O'Brien and Joseph Plunket, counsel for the
 Applicant
 Susan Hornsby-Geluk, representative for the
 Respondent

Investigation Meeting: 24 September 2025

Further submissions and 25 September 2025, from the Applicant
information received: 8 October 2025, from the Respondent

Determination: 31 October 2025

DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] UJX was employed by KQB from September 2012 until their dismissal by reason of medical incapacity on 11 August 2025. This determination deals only with UJX's application for interim reinstatement.

Interim non-pub orders: schedule 2, clause 10 Employment Relations Act 2000

[2] I heard from the parties on this matter at the investigation meeting. An interim non-publication order is made as to the identity of non-parties and the medical information of UJX. There is no public interest in those matters given their nature.

The Authority's investigation

[3] In determining this matter affidavit evidence of UJX, supporting affidavits of co-workers and affidavits in support of KQB by the managers involved in the events leading up to UJX's dismissal have been considered as have the parties' initiating and responding statements, the documents attached thereto and the parties' submissions. UJX has filed a written undertaking as to damages. For completeness the parties have attended mediation.

[4] Evidential matters in dispute between the parties will not be resolved by this determination because the evidence is untested and in applying the relevant tests the Authority is not required to resolve any disputes.

The relevant law

[5] Section 127 of the Employment Relations Act 2000 (the Act) confers jurisdiction on the Authority to grant interim reinstatement. In considering UJX's application for interim reinstatement the Authority is required to consider the following:¹

- (i) Does UJX have an arguable case for unjustified dismissal and an arguable case for permanent reinstatement?
- (ii) Where does the balance of convenience lie? This requires looking at the relevant detriment or injury that UJX and KQB will incur as a result of the interim injunction being granted (or not granted)?
- (iii) The Authority is then required to stand back and ascertain where the overall justice of the case lies until the substantive matter can be determined.

¹ *Western Bay of Plenty District Council v McInnes* [2016] NZEmpC 36 at [7].

[6] As the Court observed in *Humphrey v Canterbury District Health Board, Te Poari Hauora o Waitaha* in determining whether or not to order interim reinstatement, regard must be had to the object of the Employment Relations Act 2000 (the Act) which is to build productive employment relationships through the promotion of good faith:

One of the central features for the Act is its recognition of the importance of the employment relationship, the obligations both parties have to be responsive and communicative, and that issues ought to be dealt with promptly and between the parties if possible – in other words, supporting constructive employment relationships and repairing them where feasible.²

[7] It is with this in mind that applications for reinstatement are to be dealt.

Arguable case of unjustified dismissal and unjustified disadvantage

[8] The first question for consideration is whether there is an arguable case UJX was dismissed unjustifiably and that they will be permanently reinstated. An arguable case means a case with some serious or arguable, but not necessarily certain prospects of success.³ The threshold for a serious question or arguable case as stated in *McInnes* is that the claim is not frivolous or vexatious:

However, as *Brooks Homes Ltd* makes clear, an applicant must establish that there is a serious question to be tried, in that the claim is not vexatious or frivolous. The merits of the case (insofar as they can be ascertained at an interim stage) maybe relevant in assessing the balance of convenience and overall interests of justice...⁴

[9] Section 103A of the Act sets out the test for assessing whether a dismissal was justifiable. It requires an objective assessment of whether KQB's actions and how it acted were what a fair and reasonable employed could do in all the circumstances at the time the dismissal occurred. The Authority may take into account other factors it thinks appropriate and must not determine an action to be unjustified solely because of defects in the process if they were minor and did not result in UJX being treated unfairly.⁵ The Authority's task is to examine objectively KQB's decision-making process and determine whether what KQB did and how it was done were steps open to a fair and reasonable employer. In addition, a fair and reasonable employer is expected to comply

² *Humphrey v Canterbury District Health Board, Te Poari Hauora o Waitaha* [2021] NZEmpC 59, at [5].

³ *X v Y Ltd v New Zealand Stock Exchange* [1992] 1 ERNZ 863.

⁴ *McInnes* above n 1, at [9].

⁵ Section 103A Employment Relations Act 2000.

with its statutory obligations which include the good faith obligations which include at s 4(1A)(b):

The duty of good faith in subsection (1)—

(a)...

(b) requires the parties to an employment relationship to be active and constructive in establishing and maintaining a productive employment relationship in which the parties are, among other things, responsive and communicative;...

[10] Failure by an employer to comply with these obligations may fundamentally undermine its ability to justify a dismissal or other action “because a fair and reasonable employer will comply with the law”.⁶

[11] Further, in assessing the fairness and reasonableness of the employer’s actions in a s 103A setting focus is required on the employment relationship overall. In *FMV v TZB* the Supreme Court discussed this emphasis in the Act and its relationship with the statutory good faith obligations:⁷

[46] ...As its name suggests, the current Act takes a relational approach, insisting that employment is more than a market transaction theoretically conducted at arm’s length between individuals with equal bargaining power. The result is that while the employment agreement remains very important, it is the employment relationship that is the real focus under the current Act. The scope of the employment relationship is wider than the employment contract and it adds an additional dimension to contractual rights and obligations. This is reflected in two important ways.

[47] The first is the statutory incorporation of the principle of good faith into the employment relationship. This principle underpins the Act’s relational approach.

[48] Part 1, “Key provisions”, begins by stating that the object of the Act is:

to build productive employment relationships through the promotion of good faith in all aspects of the employment environment and of the employment relationship...

[49] This is to be done, first and foremost, by:

... recognising that employment relationships must be built not only on the implied mutual obligations of trust and confidence, but also on a legislative requirement for good faith behaviour...

⁶ *Simpsons Farms Ltd v Aberhart* [2006] ERNZ 825 (EmpC) at 842 [65].

⁷ *FMV v TZB* [2021] NZSC 102, [2021] 1 NZLR 466, [2021] ERNZ 740 at [46].

[50] Section 4 then provides that parties to an employment relationship “must deal with each other in good faith”. This means, of course, that parties must not mislead or deceive one another, but its effect is wider than that. Parties must also actively and constructively establish and maintain a productive employment relationship; they must be responsive and communicative; and employers must comply with procedural fairness requirements...Parliament was at pains to ensure that the principle of good faith should be the driver of all employment relationships, independently of and in addition to obligations in the employment contract.

The employment agreement and relevant policies

(i) The collective agreement

[12] UJX’s employment is covered by a collective agreement (the CA).⁸ The CA includes a number of provisions dealing with health and wellbeing including:⁹

2.3 Foundation principles for employment

The following are the principles that underpin the employment relationship. They are binding on both [KQB] and employees:

...

- we will work together to build a safe and healthy work environment and will meet our obligations under the health and safety legislation

[13] The CA deals with flexible working in recognition of “...the personal and organisational benefits of flexible working and that people might prefer or need to use different flexible working options at different times to balance their personal and working lives”.¹⁰ The CA section titled “Personal sickness and care for dependants leave” includes that with reasonable cause KQB may request an employee undergo a medical examination at its expense by a medical practitioner.¹¹

[14] In respect to medical incapacity the collective agreement provides:

4.6 Ending employment on medical grounds

Where IR approves that employment is to end due to medical reasons, the employee will be granted 65 days’ pay in addition to outstanding annual leave.

...

⁸ The terms of the applicable CAs are 1 December 2022 to 28 February 2025 and 30 June 2025 to 31 March 2027. The relevant provisions and policies are unchanged between the successive CAs.

⁹ Part 7 of the CA is titled “Health and wellbeing”.

¹⁰ CA clause 2.7 flexible working.

¹¹ CA clause 6.8.7 Medical examinations.

[15] Appendix 4 to the CA is reference material on Te Whare Tapa Whā, a holistic model of health “...which describes health as a wharenuī/meeting house that helps us identify where we need extra support.”¹²

(ii) *Relevant policies*

Ending employment on medical grounds

[16] Guidelines for ending employment on medical grounds include a list of non-inclusive factors, in summary:

- diagnosis and prognosis information;
- sustained absenteeism;
- impact on job performance;
- impact on the immediate team and wider business needs; and
- ability to continue accommodation.

[17] The policy “Kaupapa Whakaoti Mahi Ending Employment Policy” provides for circumstances where either party calls for the end of the employment relationship including ending employment on medical grounds and for that circumstance provides:

Medical Incapacity

[KQB] may end the employment of an employee who, due to a long-term injury or for some other medical or health-related reason, can no longer carry out their duties under their employment agreement. The guidelines set out the process. Employees should refer to their employment agreements and any protected entitlements as some provide for a grant or payment.

Reasonable accommodation - disability

[18] The reasonable accommodation policy sets out KQB’s commitment and approach to providing reasonable accommodation to employees. The policy describes reasonable accommodation as “...the practice of making changes which support disabled people to live their lives on an equitable basis with others...” and reasonable as “...the suggested accommodation should be based on fair principles and not put anyone, or the organisation, at risk or undue cost or inconvenience in the circumstances”. The policy defines disability as including mental illness “...that, in

¹² CA, Appendix 4, page 65.

interaction with various barriers, may hinder the full and effective participation in society on an equitable basis with others”.

[19] The policy provides it is to be read with the reasonable accommodation request guidelines. The reasonable accommodation policy sets out specific practice around reasonable accommodation and expressly provides the policy, guidelines and practices are supported by Te Pou o Te Tangata behaviours of whangatanga, manaakitanga and mahi tika.

[20] The policy lists matters for consideration and responsibilities. Considerations include:

Would reasonable accommodation support or lift the mana and dignity of the employee?

Is the person’s employment at [KQB] subject to the outcome of reasonable accommodation?

Will reasonable accommodation promote equity of opportunity, engagement and/or participation as a person with a disability working at [KQB]?

Will the accommodation help the employee perform their job?

Does the accommodation promote health, safety and wellbeing?

What will the impact be of making or not making the accommodation for the employee and the wider team?

How feasible is the accommodation to make?

How will the decision ensure we meet our obligations under the Bill of Rights, the Human Rights Act and the UNCRPD?

[21] The responsibilities include:

If requests cannot be met:

If a request for reasonable accommodation cannot be met by KQB, your leader will discuss with you the reasons and what this may mean for you going forward. This does not stop you making a request in the future for a different accommodation.

Review process:

Following a request, you will have an outcome as soon as the request is worked through and understood. If you are unhappy with the outcome, you can request a review of the decision within one month from the one-up leader, unless more time is needed due to unexpected circumstances such as illness.

Background

[22] In August 2024 UJX made a formal complaint of workplace bullying. KQB commenced a workplace investigation. The workplace investigation concluded on 25 September and found the allegations were not made out. Also, in September UJX received a diagnosis of a mental health disability which is recorded as being related to “workplace mistreatment”. On 6 December 2024 they advised KQB of the diagnosis and disability and as they described in the affidavit sworn 25 August 2025:

...sought protection from further harm. I had hoped this would lead to appropriate support and reasonable accommodations. Unfortunately, those did not eventuate. Instead, as set out below, [KQB] have used my diagnosis as a basis of ending my employment on the grounds of medical incapacity.

[23] On 13 December KQB wrote to UJX seeking further medical information, as averred in an affidavit sworn 18 September 2025 in support of KQB by the first manager involved in this process (the first manager), to “...better understand [UJX’s] medical diagnosis and what [KQB] needed to do to support [UJX]”. A brief medical certificate from UJX’s general practitioner was provided on 7 January 2025 describing UJX’s diagnosis “...from workplace bullying”. On 13 January KQB sought further information relating to the diagnosis and the impact on UJX’s ability to perform their role. More substantial medical information from UJX’s treating medical specialist was provided on 27 March and included that UJX remained:

...fully capable of performing [their] job responsibilities, provided that reasonable accommodations are implemented to support [their] wellbeing and prevent symptom deterioration.

[24] Indeed, it is a feature of this matter that UJX performed her role duties up to date of dismissal.

[25] KQB’s view was while general recommendations were made in this medical information, the specifics of reasonable accommodations were not made on which UJX’s safety at work appeared dependant. To this end on 8 April KQB wrote to UJX seeking more information about accommodations they considered necessary to keep UJX safe at work.

[26] On 1 May a list of accommodations were provided to KQB by UJX. Affidavit evidence in support of KQB includes “A number of the recommendations struck me as being potentially unworkable from a business perspective”. KQB considered given the complexities of the matter including concerns it had as to UJX’s constructive

engagement on the accommodations proposed “a medical process” the precise meaning of which on the untested evidence is unclear, would be appropriate and that another manager, without involvement in the process to date should be the decision maker. In the same period KQB responded to the accommodation sought by UJX with proposed accommodations it considered reasonable. These were not accepted by UJX and/or KQB understands they were not accepted but remains unclear why they were not accepted.

[27] A new decision maker was appointed on or about 30 May. On 3 June KQB wrote to UJX proposing their employment end on medical grounds.

[28] On 12 June UJX’s treating medical specialist provided observations to support the specific proposed accommodations attached by way of appendix to the 1 May letter and a further diagnostic assessment dated 12 September 2024 from another treating specialist broadly confirmed the diagnosis and treatment recommendations, again stated broadly, including work environment supports.

[29] On 16 June the parties met to discuss UJX’s proposed dismissal for medical incapacity.

[30] On 17 June KQB wrote to UJX title “possible medical retirement”. Medical retirement is understood to refer to grand-parented provisions in the CA applicable to UJX given her length of service. The letter sets out detailed questions posed by the decision-maker seeking to better understand the accommodations sought by UJX. The decision to be made was whether to medically retire UJX. A timeframe was provided. UJX provided a response on 24 June and KQB responded providing a further opportunity to provide relevant information for the decision-maker’s consideration. On 30 June UJX through counsel responded raising concerns about KQB’s approach under the following heading:¹³

Procedurally contaminated medical incapacity process

Clinically inappropriate inquiry and mental health discrimination

Misuse of complaint information for medical incapacity

Formal request under Part 6AA ERA2000

¹³ Employment Relations Act 2000, Part 6AA Flexible work arrangements.

[31] On 9 July KQB wrote to UJX headed “Ending Employment on medical Grounds”. The letter summarised recent exchanges between the parties, set out KQB’s offer of reasonable accommodations, requested advice by “5pm on Wednesday 16 July 2025 whether the above accommodations are sufficient to enable [UJX] to work safely at [KQB]”, responded to the concerns raised in the 30 June letter and then detailed KQB’s application of the ending employment on medical grounds guidelines, set out at [15] above – KQB were concerned it had not received a prognosis, despite repeated requests, acknowledged there was no sustained absenteeism in 2025, the accommodations sought compromised in office and team engagement and UJX’s ability to discharge their duties. The letter went on to restate concerns about difficulty getting timely medical information and constructive engagement and raised concerns UJX was not meeting their good faith obligations. The letter ended with a proposal for flexible working and sought a response by 16 July. Attached to the letter was a summary document of UJX’s allegations of harm by the workplace. UJX responded by the timeline raising a number and detailed concerns about the approach of KQB including that it had “unlawfully conflated reasonable accommodation with proposal to terminate for incapacity”.

[32] By letter dated 29 July titled “Ending employment on medical grounds if accommodations offered insufficient” KQB confirmed the following decisions had been made – that the accommodations offered were as far as KQB could go, if those accommodations are insufficient ending UJX’s employment on medical grounds would be necessary and if they were sufficient UJX’s employment could continue. KQB sought confirmation from UJX the accommodations would be sufficient to allow her to work safely and made clear that without that confirmation it would not be practical or safe for the employment relationship to continue.

[33] On 7 August UJX replied restating and developing UJX’s concerns about KQB’s approach. The letter includes UJX had a medical diagnosis, had not been absent from work, had consistently performed at a high standard and there was no criticism of her work.

[34] UJX was dismissed by letter dated 11 August 2025. In-house lawyerion:

Final outcome on proposal to end employment on medical grounds

1. On 29 July 2025 [in-house counsel] wrote (the Letter) setting out my decisions in relation to the proposal to end [UJX’s] employment on

medical grounds. In particular, we explicitly sought a clear answer as to whether the accommodations offered by [KQB] would be sufficient to keep [UJX] safe at work.

2. You were advised that, if the accommodations were not sufficient (or of you did not again answer the question), then my decision would be to end [UJX's] employment on medical grounds. If the accommodations were sufficient, then we would work with [UJX] to put the accommodations in place and to obtain more information around [their] prognosis so that we could continue to keep [them] safe going forward.
3. We gave you a week to respond, and we asked for this to occur by 5:00pm on 5 August 2025. We advised if the accommodations were not sufficient or we did not receive a clear response to whether they would be sufficient to safeguard [UJX] at work, I would have no reasonable alternative but to confirm my decision to dismiss. The Letter detailed why this approach was taken.
4. On 5 August 2025, you emailed to advise that you had not yet sought instructions and asked to extend the deadline to 7 August 2025. We responded on 5 August by email, confirming an extension of time to 5pm on 7 August.
5. On 7 August 2025 at 5.33pm, you provided a letter advising, in summary, that:
 - The accommodations sought in your letter of 1 May 2025 are the appropriate accommodations for UJX. As you know, those accommodations differ from what KQB has said it can reasonably offer and also differ from the latest [treating specialist's] letter of 12 June 2025.
 - You raised further concerns, complaints and information requests.

Final decision

6. In the letter dated 29 July 2025, we advised that the accommodations set out in Appendix One of that letter were as far as [KQB] could reasonably go. We explained why that was the case. We have made adjustments to what [KQB] can accommodate throughout this process and consultation in (sic) with [UJX], but we cannot go as far as the accommodations put forward by you in your letter of 1 May 2025 or those referred to in [UJX's] [treating specialist's] letter dated 12 June 2025.
7. You have not provided a clear answer as to whether the accommodations proposed are sufficient to keep [UJX] safe at work, despite us explicitly asking this question seven times now. You have inferred that the only accommodations that are suitable are those referred to in your letter of 1 May 2025. At no time have you engaged constructively with us on why the accommodations are insufficient or shown a willingness to assist in any area.
8. As previously outlined, we cannot allow a person to continue working at [KQB] in a situation where they say [KQB] has caused and continues to cause them harm. We have put forward accommodations to try and manage the risk of harm while still meeting business needs, but you have not provided us with any certainty that these are enough to keep [UJX] safe at

work. To allow [UJX] to continue working in such circumstances risks [UJX] and also risks [KQB] acting breach of its obligations under the Health and safety at Work Act 2015 and the Employment Relations Act 2000.

9. Therefore, while I have considered alternative outcomes to termination, including redeployment, I have reached the conclusion that there are no reasonable alternatives in the circumstances. We simply cannot continue the relationship in a situation where you say [KQB] acting in a reasonable way causes [UJX] ongoing harm. I refer to Appendix One of [XXX's] letter dated 9 July 2025, which sets out some examples of such alleged harm, and there are some further examples at paragraph 48 of your letter 16 July 2025. You make further allegations in your letter 7 August 2025.
10. This decision means that [UJX's] employment will be terminated on medical grounds in accordance with clause 4.6 of her employment agreement. [KQB] elects to pay [UJX] in lieu of notice in accordance with clause 4.5 of her employment agreement and her last day of service will be Tuesday 12 August 2025. In accordance with clause 4.6 of [UJX's] employment agreement, [UJX] will also receive a payment of 65 days' pay as well as any other accrued entitlements.

...

[35] KQB does not accept UJX has an arguable case that their dismissal was unjustified. It says the process was thorough and comprehensive and UJX's failure to meaningfully engage with the reasonable accommodation process along with their continued allegations of harm caused in the workplace meant the employment relationship was unable to continue.

[36] The parties have comprehensive policies to support and guide those involved in reasonable accommodation requests and assessment including a review process if the request is denied. There is an arguable case this policy has not been reasonably or fairly applied by KQB in respect of UJX's circumstances including conflating the application of that policy and dismissal for medical incapacity. It is also arguable these circumstances could not reasonably justify a dismissal for medical incapacity given UJX's ability, albeit on untested evidence, to discharge their duties.

[37] The Authority is satisfied UJX has an arguable case to be tried in respect of his claim of unjustifiable dismissal.

Arguable case for permanent reinstatement

[38] Where it is practical and reasonable to do so and sought, the Authority must provide for reinstatement as a primary remedy¹⁴. The question is whether it is feasible

¹⁴ Section 125(2) of the Employment Relations Act 2000.

or practical to re-impose the employment relationship. It is not sufficient to show resistance and strained circumstances to avoid reinstatement.¹⁵

[39] The untested evidence before the Authority is that UJX is a loyal and hard-working employee who sincerely wishes to be reinstated, has the support of co-workers to do so and is technically skilled and experienced in their role. Given reinstatement is a primary remedy their submission is they have a case for permanent reinstatement.

[40] KQB submits permanent reinstatement is not only not practicable or reasonable it is impossible because of UJX's claims of harm in the workplace – they cannot return safely to work.

[41] Can the employment relationship be successfully re-imposed?¹⁶ There is evidence before the Authority that UJX enjoyed their role, is highly skilled and well regarded by co-workers. There is also evidence UJK has serious concerns about the work environment as described in their personal grievance and KQB has concerns about the ability of UJX to reintegrate. Such concerns, at this stage at least may not preclude re-establishment of the employment relationship.

[42] Is it reasonable to require UJX to return? They have worked for KQB almost 13 years at date of dismissal. Their untested evidence suggests they are capable of working in a number of roles. There is a serious question to be tried that UJX should be reinstated.¹⁷

[43] UJX has established there is a serious question to be tried in regard to his claim for reinstatement.

Balance of convenience

[44] This ground for consideration involves the relevant detriment or injury the parties will incur if interim reinstatement is granted or not. An assessment of what might happen if the interim position is reversed in any substantive determination including consideration of whether damages can adequately compensate any harm if reinstatement is not ordered is also to be made.

¹⁵ *Angus v Ports of Auckland* [2011] NZEmpC 122 at [63] and *Air New Zealand Limited v Hudson* (unrep) Employment Court, Auckland, AC 46/05, 17 August 2005, Judge Colgan at p 8.

¹⁶ *Smith v Fletcher Concrete & Infrastructure Ltd* [2020] NZEmpC 125 at [20].

¹⁷ *Genesis Telecommunications Laboratories Limited v Brendon Scott* [2019] NZEmpC 113.

[45] UJX says the balance of convenience favours them:

- (i) they are a hard-working loyal employee who sincerely hopes to renew the employment relationship;
- (ii) they have disclosed significant medical information concerning their diagnosis with the sincere wish to continue their employment and that KQB could accommodate their condition and recovery; and
- (iii) damages are not an adequate remedy given UJX's circumstances and the dignity reasonably attributable to their work status.¹⁸

[46] KQB says the balance of convenience favours it:

- (iv) its repeated and objectively reasonable proposals to accommodate UJX have been unreasonably refused;
- (v) serious allegations of workplace harm have been made against managers; and
- (vi) UJX cannot reasonably be reinstated to a workplace when they say the workplace has caused them harm and/or there is a risk of ongoing harm.

[47] It is significant that the day after the investigation meeting UJX proposed reinstatement with the accommodations proposed by KQB on 29 July 2025. In making this proposal the Authority understands UJX accepts the proposal was reasonable and may be within the bounds of what their treating medical specialist would recommend will support their recovery. The evidence before the Authority is that being at work is a significant, positive factor in their recovery. Consistent with the parties' employment agreement and the statutory duty of good faith to be active and constructive in maintaining the employment relationship, the workplace should support health and safety and wellbeing, and this may include dealing with difficult matters associated with concerns raised about workplace harm or possible harm. In such circumstances, as with this matter, these obligations extend to both parties.

[48] Considering all the relevant factors the balance of convenience favours UJX.

¹⁸ *The Vice-Chancellor of Lincoln University v Cheng* [2024] NZEmpC 227 at [47].

Overall justice

[49] Standing back from the detail of the claim where on balance does the overall justice lie? This has been described by the Court of Appeal as:

The overall justice assessment is essentially a check on the position that has been reached following the analysis of the earlier issues of serious question to be tried and balance of convenience.¹⁹

[50] UJX has established they have an arguable case their dismissal was unjustified and an arguable case for permanent reinstatement. It is accepted the loss of their job is devastating and has a negative impact on their wellbeing. KQB is a large agency with significant and detailed processes for supporting employees with disabilities to be reasonably accommodated. The Authority's view, at this interim stage, is those processes have not been engaged with by the parties in the manner anticipated by the relevant collective agreement and the incorporated policies and guidelines. With reasonable accommodation UJX can discharge their obligations to KQB. They have made a significant concession towards that occurring. It is reasonable for an opportunity to be provided to the parties to reform the employment relationship.

Outcome

[51] UJX's application for interim reinstatement is successful subject to the following conditions:

- (i) UJX is to be reinstated to work subject to written confirmation from their treating medical specialist that the accommodations proposed by KQB dated 29 July 2025 are reasonable; and
- (ii) if such confirmation is not received from UJX's treating medical specialist by 30 November 2025 either party may seek further orders.

Costs

[52] Costs are reserved.

Marija Urlich
Member of the Employment Relations Authority

¹⁹ *NZ Tax Refunds Limited v Brooks Homes Limited* [2013] NZCA 90 at [47].